



Sprint – Access Strategy

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September 16, 2009

Via Overnight and Electronic Mail:

Ms. Lynn Allen-Flood
BellSouth Telecommunications, Inc.
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Mr. Randy Ham
BellSouth Telecommunications, Inc.
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Via Overnight Mail:

BellSouth Telecommunications, Inc.
CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

BellSouth Telecommunications, Inc.
General Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Re: Sprint Nextel / BellSouth Interconnection Negotiations for Commonwealth of South Carolina

Dear Lynn and Randy:

Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended (“Act”), General Terms and Conditions – Part A Section 3 of the parties’ current interconnection agreements (“Section 3”), and AT&T Merger Commitment No. 3¹, Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR,

¹ *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum and Opinion, at p. 149, Appendix F, Merger Commitment No. 3 under “Reducing Transaction Costs Associated with Interconnection Agreements”, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007) which provides: “The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing agreement as the starting point for negotiating a new agreement.”

Letter

Ms. Lynn Allen-Flood, Mr. Randy Ham
AT&T CLEC Account Team, and AT&T General Attorney
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Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") using the parties' pre-existing South Carolina interconnection agreement ("South Carolina ICA") as the starting point for such negotiations.

Sprint is agreeable to a 3-year extension of the existing South Carolina ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the South Carolina ICA that reflects any and all changes that AT&T seeks to the South Carolina ICA. Sprint recognizes that in the context of Kentucky ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Kentucky ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the South Carolina ICA, Sprint can determine what, if any, proposed changes it may have to the South Carolina ICA and at that point propose the scheduling of an initial negotiation call.

Pursuant to 47 U.S.C. § 252(b)(1), AT&T's receipt of Sprint's request for negotiations commences the statutory day 135 and 160 timelines for filing an arbitration petition under the Act. Using AT&T's e-mail receipt of this letter on September 17, 2009, Sprint calculates the respective statutory 135 and 160 days to be January 29, 2010 and February 23, 2010.

Please acknowledge to me by way of e-mail, facsimile or U.S. Mail that you have received this letter, whether AT&T agrees with Sprint's statutory timeline calculations, and when Sprint can expect to receive AT&T's redline of the South Carolina ICA.

Sincerely,

A handwritten signature in cursive script, appearing to read "Fred Broughton".

Fred Broughton

cc: Mr. Ralph Smith
Mr. Joseph P. Cowin
Mr. Joseph M. Chiarelli